Steelcon, Inc. *and* Lloyd M. Myers.[1] Case 7-CA-19296

24 May 1983

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On 20 September 1982 Administrative Law Judge Richard H. Beddow, Jr., issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[2] and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.

The Administrative Law Judge found, and we agree, that since 12 November 1980 the Respondent has violated Section 8(a)(3) and (1) of the Act by refusing to employ Lloyd Myers at its Lansing, Michigan, automotive plant construction jobsite. Concededly, the Respondent's work at this construction site was finished by 31 December 1981. As a remedy, the Administrative Law Judge recommended, *inter alia*, that the Respondent make Myers whole for any loss of pay suffered as a result of the discrimination practiced against him and, further, that the Respondent offer Myers full and immediate employment.

The Respondent excepts to the Administrative Law Judge's recommendation that it be required to offer Myers full and immediate employment, contending that, as Myers had no expectation of continued employment beyond the date on which work at the Lansing project was completed, such a remedy would accord Myers greater rights than those to which he would have been entitled but for the discrimination practiced against him. We agree.[3] However, we shall require that the Respondent inform Myers, in writing, that he will be considered eligible for employment in the future at any of its projects, on a nondiscriminatory basis, if he should choose to apply for employment at any of them. Further, we shall require that the Respondent mail to Myers a copy of the notice to be posted in accordance with the recommended Order of the Administrative Law Judge.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Steelcon, Inc., Kalamazoo, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 2(a):

"(a) Make Lloyd M. Myers whole for the losses he incurred as a result of the discrimination practiced against him in the manner specified in that section of the Administrative Law Judge's Decision entitled 'The Remedy.'"

2. Insert the following as paragraph 2(b) and reletter the subsequent paragraphs accordingly:

"(b) Inform Lloyd M. Myers, in writing, that he will be considered eligible for employment in the future at any of its projects, on a nondiscriminatory basis, if he should choose to apply for employment at any of them; and mail to him a copy of the notice to be posted in accordance with this Order."

3. Substitute the attached notice for that of the Administrative Law Judge.

[1] The Charging Party's name has been corrected.

[2] The Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

The Respondent also excepts to the Administrative Law Judge's failure to exclude, as hearsay, the testimony of certain witnesses concerning their conversations with management representatives to the extent that the latter were quoted as having been warned by union officials against hiring Lloyd Myers, the Charging Party in this case. Were such testimony adduced into evidence for the purpose of establishing that the *Union* pressured the Respondent into rejecting Myers' application for employment, as opposed simply to what was said by the *management representatives*, we would indeed agree with the Respondent. However, given the purpose for which adduced, the testimony in question does not depend for its probative value upon the credibility of anyone who could not have been cross-examined on the matter and, accordingly, does not constitute inadmissible hearsay.

Even if we were to have held otherwise, we would find insufficient grounds for reversing the Administrative Law Judge, whose findings and conclusions were based entirely on facts demonstrating that the Respondent refused to hire Myers for *perceived*, unlawful reasons, rather than on any showing that the Union actually pressured the Respondent to that end.

[3] *Frachi Bros. Construction Corp.*, 232 NLRB 179 (1977).

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all parties were represented by their attorneys and were given the opportunity to present evidence in support of their respective positions, it has been found that we violated the National Labor Relations Act, as amended, in certain ways and we have been ordered to post this notice and to carry out its terms.

WE WILL NOT refuse employment to or otherwise discriminate against any employee or applicant for employment in order to avoid the possible displeasure of Local 340, International Association of Bridge, Structural and Ornamental Iron Workers, AFL–CIO, or any other labor organization, or their officials, except to the extent permitted by a valid union-security agreement authorized by Section 8(a)(3) of the National Labor Relations Act, as amended.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

WE WILL make Lloyd M. Myers whole, with interest, for any losses he may have suffered as a result of the discrimination practiced against him.

WE WILL inform Lloyd M. Myers, in writing, that he will be considered eligible for employment in the future at any of our projects, on a nondiscriminatory basis, if he should choose to apply for employment at any of them; and WE WILL mail to him a copy of this notice.

STEELCON, INC.

DECISION

STATEMENT OF THE CASE

RICHARD H. BEDDOW, JR., Administrative Law Judge: This matter was heard in Kalamazoo, Michigan, on May 20, 1982. The proceeding is based upon a charge filed on May 12, 1981, by Lloyd M. Meyers, an individual. The General Counsel's complaint alleges that Steelcon, Inc., of Kalamazoo, Michigan, violated Section 8(a)(1) and (3) of the National Labor Relations Act by failing and refusing to hire Lloyd M. Meyers because of his union activities, including his participation in internal union activities, and because of Respondent's desire to avoid conflict with incumbent union officials.

Briefs were filed by the General Counsel and Respondent. Upon a review of the entire record in this case and from my observation of the witnesses and their demeanor, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent is engaged in the construction business and engages in such business at various jobsites in Michigan. During the representative year it received goods and material valued in excess of $50,000 from outside Michigan, and it has performed services valued in excess of $50,000 for customers located outside Michigan. It admits that at all times material herein it is and has been an employer engaged in operations affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

Local 340, International Association of Bridge, Structural and Ornamental Iron Workers, AFL–CIO (the Union), is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *General Background*

During the late fall of 1980 and 1981, Steelcon was a subcontractor on a large automotive plant under construction at a jobsite in Lansing, Michigan, and it had the responsibility for the "rigging" work of unloading and installing various pieces of equipment and machinery to be used in the plant. In order to perform this work, Steelcon hired various ironworkers who were members of Local 340. Local 340 is a "mixed local" in that its membership comprises various subclassifications of skills within the general classification of "ironworker." Steelcon is the largest single employer of ironworker-riggers from Local 340.

Steelcon performed work at the Lansing jobsite over a 14-month period beginning in late October 1980 and continuing through the end of 1981. Also working at the project at the same time were other contractors employing ironworkers, including Haven and Bush. James Seeley was Steelcon's project manager and during the first month Steelcon worked at the jobsite he did all hiring of ironworkers and hired the first 10 to 12 ironworkers employed by Respondent. After that he turned over full responsibility for hiring to Vern Frailey when the latter was made general foreman. Frailey was first hired as an ironworker by Seeley. Under the terms of the union agreement a general foreman was required when three ironworker crews were on a job. Joe Frailey, Vern Frailey's uncle, also was employed at the jobsite as a foreman; however, only the general foreman held direct authority to hire employees.

During late 1980 and 1981 Ross Poole was the business agent for Local 340. In the early part of 1982, Vern Frailey became the business agent for the Local replac-

ing Doug Bagwell who apparently had succeeded Ross Poole.

Lloyd "Dewey" Meyers is an ironworker member of Local 340. He is qualified and experienced in all aspects of his trade, including rigging. Prior to 1980, he once had worked for Steelcon on a plant for General Motors at Three Rivers, Michigan, as a rigger installing machinery. During that period of time he never missed a day of work and was never late. Although Meyers worked directly under another supervisor, James Seeley was in overall charge of that project. At an earlier date, during 1979, Meyers filed a suit against Local 340 and prior to February 1981 he had also filed an NLRB charge against the Union. Subsequent to the events leading up to the charges herein, he also filed certain internal union charges against Ross Poole.

B. *The Events Leading up to the Charges*

During the fall of 1980, Meyers was employed as an ironworker by Haven and Bush at the Lansing jobsite. In October 1980, Steelcon, through Seeley, its project manager, briefly employed Meyers and another ironworker, Sam Edwards, to unload a piece of machinery which had arrived at the project prematurely. Steelcon did not perform any further work at the project until some 3 or 4 weeks later. Meyers asked Seeley when Steelcon would put him on and Seeley replied: "When we get going." Meyers testified that he also called Seeley several times during October to ask when he could get a job. Each time he was told: "As soon as we get going."

On November 4, 1980, Meyers heard a rumor that he would not be hired by Steelcon. He testified that he saw Steelcon Foreman Joe Frailey approaching him and, when Meyers started toward Frailey, the latter said: "Hold it, Dewey, hold it, I didn't have a thing to do with it. Ross Poole called Jim Seeley and told him he could not hire [you]." That night Meyers called Seeley at home and asked him what the deal was. Meyers testified that Seeley replied: "Well, Ross don't want you to go to work for me but I'll have the last say on you going to work for us."

Edwards, who holds a position with the Union as a trustee, was an employee of Haven and Bush for 22 months at the Lansing jobsite and he was union steward for the job. He was in a position to observe ironworkers working for other subcontractors on the jobsite and he was briefly employed by Steelcon with Meyers in October 1980 to unload one piece of machinery. He testified that, while Meyers was getting a truck, he was walking with Project Manager Seeley when Seeley made an observation that "he was going to hire Dewey, that he [Meyers] was a good worker and he done him a good job down at the other G.M. plant" and "when they got going in three or four weeks he was going to put him on." Edwards subsequently testified that Seeley also said Meyers was "a hard worker" and had "been there every day."

During November Meyers also approached Orville "Whitey" Martin, another Steelcon foreman who was employed at the Lansing jobsite and who was working with a small crew installing overhead doors. Meyers testified that he asked Martin about hiring him and Martin replied that he did not need any men out there but would hire Meyers in his rigging gang when he moved inside the building. Both Martin and Meyers agree that several similar conversations were held. Martin testified that he had said he would put Meyers to work in his gang if he was hired; however, he himself had no authority to hire. Later, in January 1981, Meyers saw Martin at a restaurant and asked why he could not be hired. Meyers testified that Martin replied to the effect that Meyers could not be hired because Poole had told union steward Terry Hendrick that Steelcon could not hire Meyers. Martin agreed that Poole's name had possibly entered into their conversations but denied that he brought it up.

Meyers was again working with Edwards in January 1981 when Vern Frailey came by and was asked by Meyers when Frailey was going to put him on. Edwards and Meyers individually testified that Frailey said something to the effect that "if he hired him that Ross Poole was going to get after them on their fringes."[1] Edwards also testified that Meyers then said he would see what he could do about it and Frailey replied: "Well, I can't hire you. The man said not to." On cross-examination Edwards specifically denied that Meyers had been the one to ask whether the reason he was not being hired was because of Ross Poole's request. Meyers also testified that Frailey referred to a comment made by steward Hendrick to the effect that, when Poole had gone to Florida, Poole told Hendirck to avoid any trouble on the job and not to let Steelcon hire Meyers. Meyers also believed that he had other similar conversations on January 24, 1981, with Martin and Vern Frailey; however, when examined neither Frailey nor Martin was asked to corroborate or deny this specific occurrence.

C. *Respondent's Reasons for Not Hiring Meyers*

As noted, Project Manager Seeley turned over hiring responsibilities on the Lansing jobsite to General Foreman Vern Frailey in November 1980. His selection of employees was based upon his appraisal of the job functions required and which men were best suited or most versatile. He testified that he never gave Meyers a reason for not hiring him except that they were not hiring at the time. He further testified that he never told Meyers that he would not hire Meyers "because Ross Poole told me I couldn't hire him." Seeley further testified that on several occasions Meyers questioned if Poole was the reason for his not being hired and Seeley said he always told him, "No." Seeley further testified that Poole never told him not to hire Meyers and that no one from Local 340 ever put any pressure on him not to hire Meyers. When asked, "What if anything did Terry Hendrick, the steward on the job, say to you about not hiring Lloyd Meyers," Seeley replied: "The same type of situation. There was scuttlebutt that that had come out. But he never ever came to me and told me that I was not supposed to hire Mr. Meyers." He was asked, "What do you mean by scuttlebutt," and replied: "Well, like they have

[1] When Edwards repeated this answer in response to Respondent's counsel's question on cross-examination, Frailey interrupted the testimony and shouted, "That's a lie."

reported, that's what you heard in the coffee shop and throughout the job during your lunchtime, that the hall was blackballing him that he couldn't come on the job. As for conversation of that nature from the hall to me, it never came down. I never had anybody come out and say, no, you can't hire this man." Seeley also was asked, "What, if anything, did any representative of Steelcon in a position of authority tell you about hiring or not hiring Lloyd Meyers," and he replied: "Nothing of any nature, just that he had asked each of the foremen whether he could go to work for them. At that time I said it's up to Vern because he's doing the hiring now."

Basically, when Failey hired someone he would tell Seeley his plans and Seeley would just say okay if he felt it was acceptable. Seeley, however, retained overall authority to hire or fire and he testified that in a layoff situation he once had changed the selection of who would be laid off in order to first dismiss employees with poor attendance records.

Seeley remembered that Meyers personally asked him for a job in January 1981. He was asked if he recalled his response to Meyers. Seeley did not respond directly to the question but stated: "If anything in early January, the first 3 weeks in January we were cutting down on crew size." Frailey remembered that they were hiring five or six ironworkers a month during November, December, and January until they "topped out" in late January or February and that some ironworkers were hired after that.[2]

Frailey testified that the criteria he used for hiring ironworkers at the Lansing jobsite was to pick the best all-around ironworker. He had numerous requests for employment because the particular job was considered to be highly desirable inasmuch as it was steady inside work with a possibility of overtime.

Frailey acknowledged that Meyers has asked him for a job. He could not remember specific occasions but testified that a few times Meyers asked him if the reason he was not being hired was because of Ross Poole. Frailey further testified that he answered, "No"; that he never told him Poole was the reason he was not hired; and that he was not told by Ross Poole or anybody who to hire or not to hire.

Frailey testified that the specific reason he did not hire Meyers was because of a personal bias against Meyers as a result of an accident in which Frailey was injured when both Frailey and Meyers were working together on a job. When questioned further he also testified that he did not believe that Meyers had all the capabilities for performing the machinery rigging work that was involved at the Lansing jobsite.

IV. DISCUSSION

The issue in this case is whether Respondent's failure to hire Lloyd Meyers as an ironworker at its Lansing, Michigan, jobsite in 1980–81 was due to Respondent's desire to avoid incurring the displeasure of the Union or whether such failure was based upon a valid business reason. If the reason was the former, then a violation of the Act must be found inasmuch as an employer may not predicate employment decisions on an applicant's acceptability to a labor organization. See *Chapin & Chapin*, 213 NLRB 250 (1974), and cases cited therein.

A. *Sufficiency of the Complaint*

Respondent's initial argument is that the General Counsel's evidence is not relevant to the allegations of the complaint inasmuch as the complaint refers to Respondent's refusal to hire Meyers because of his activities in internal union elections and the evidence relates only to a theory that pressure by union officials on Respondent caused it not to hire Meyers.

As noted by Respondent, the complaint charges that Steelcon failed and refused to hire Meyers in violation of the Act because of Meyers' union activities. The complaint alleges these union activities included participation by Meyers in internal union elections and support in such elections for candidates opposing the incumbent union officials. It also states that Respondent failed to hire Meyers because of its desire "to avoid conflict with the incumbent union officials." Here, I believe that the question as to whether Respondent was pressured or otherwise induced by the Union to refuse employment to Meyers logically follows from the allegations in the complaint. I conclude that the nature of the charge is sufficiently broad to embrace the General Counsel's relied upon theory and proof and I find that Respondent has not been denied fair notice of the charges against it. Accordingly, I deny Respondent's motion to strike in this regard.

B. *Alleged Inadmissible Evidence*

In substantial part the testimony presented by General Counsel witnesses Meyers and Edwards relating to the reason Respondent did not hire Meyers is made up of their recollection of conversations and statements made by Respondent's officials Seeley, Frailey, and Martin. These conversations included comments regarding what union representatives had told them. Respondent contends that such statements are inadmissible hearsay and move that they be stricken from the record.

First, it is conceded by Respondent that the statements of its supervisors constitute statements offered against a party opponent and are admissible under Rule 801(d)(2) of the Federal Rules of Evidence. Although it is probable that words attributable to the Union's officials would be hearsay if introduced to prove the truth of what they allegedly said, here the statements were not introduced or received for that purpose. Rather, they were introduced and received to show that Respondent's officials uttered words (referring to comments by union officials) that were heard by Meyers and Edwards regardless of the truth of the words. In substance, they were introduced to show that Meyers had a basis for his belief that Respondent refrained from hiring him because of union interference. Under these circumstances, the utterances by Seeley, Frailey, and Martin referring to what union officials said are evidence of verbal conduct and not hearsay at all, see *NLRB v. H. Koch & Sons*, 578

[2] Previously, Edwards had testified that while on the jobsite he had observed that Steelcon had hired new ironworkers from Local 340 during January and February.

F.2d 1287 (9th Cir. 1978), and *NLRB v. Custom Excavating*, 575 F.2d 102 (7th Cir. 1978), and, accordingly, Respondent's motion to strike is denied.

C. *The Alleged Unfair Labor Practice*

The disposition of this case depends principally upon resolution of credibility conflicts. First, it is shown that Meyers was involved in some intraunion conflict with an official of Local 340 and that he was never hired for regular employment at Respondent's Lansing jobsite after a brief initial rigging job prior to Respondent's major participation at the jobsite. Meyers' testimony reflects that on several occasions Respondent's officials made statements which referred to a union official as being instrumental in his not being hired. On two of these occasions, Meyers' testimony is corroborated by Edwards. Edwards holds a minor union office and, in effect, appeared to be an independent minded, dispassionate, and straightforward witness. I find his testimony to be highly credible and, correspondingly, I credit Meyer's testimony regarding remarks made by Respondent's officials.

The credibility resolution reached above is supported by several additional factors. First, I find the denials by Respondent's officials regarding "influence" by the Union on their decision not to hire Meyers to be somewhat evasive. Thus, although both Seeley and Frailey denied Ross Poole had "told" them not to hire Meyers, their specific denials leave open to inference the possibility that Poole, or some intermediary, may have "suggested" or otherwise implied that the union official would be displeased if Meyers was hired. Such an inference is supported by the testimony of Respondent's own witnesses who acknowledged that they had heard rumors or scuttlebutt that the Union was blackballing Meyers so he could not come on Respondent's job.

Frailey's demeanor also was overly assertive and dogmatic, as exemplified by his outburst while witness Edwards was testifying, and Frailey's successive positions first as a union ironworker, then as a supervisor for Respondent, and then as business agent for the Union (the same union allegedly involved in applying the influence to keep Meyers from Respondent's job) all tend to reflect adversely upon the reliability and credibility of Frailey's testimony.

Respondent has asserted that the reason Meyers was not hired by Frailey was because Frailey had a personal bias against Meyers (because of a previous accident) and because Meyers was not sufficiently versatile and skilled. The latter reason was the one also attributable to Seeley's failure to hire Meyers. There was also an indication that another reason was that ironworkers were not being hired at various times when Meyers sought work.

There is no testimony that these reasons were given to Meyers except for the one that ironworkers were not being put on at a particular time and the truthfulness of that reason appears to be refuted by evidence that shows that new ironworkers were being hired at various times, especially from November 1980 through February 1981. Moreover, the "qualification" reason testified to at the hearing appears to be pretextual, especially inasmuch as Seeley himself is shown to have told Edwards that he thought Meyers was a good worker and that he planned to put him on sometime in November. Also, Foremen Martin and Joe Frailey, although not possessing authority to hire, are shown to have been willing to have Meyers work as part of their crew.

Inasmuch as Respondent did not tell Meyers its asserted real reason for not hiring him and inasmuch as the so-called reasons appear to be pretextual, I infer that Respondent in fact did indicate to Meyers that he was not being hired because of influence by the Union. Whether or not Ross Poole[3] or the Union actually "told" Respondent not to hire Meyers is not significant. What is relevant is that Respondent was aware that it probably would incur the displeasure of the Union's business agent if it hired Meyers at the Lansing jobsite and it responded to that awareness by refusing to hire Meyers, even though he had asked for a job and was qualified to do the work involved. As noted above, the reasons asserted by Respondent for not hiring Meyers are pretextual and support the inference that the real reason was an invalid one. See *Sargent Electric Co.*, 209 NLRB 630, 638 (1974).

Under the circumstances, I conclude that the General Counsel has shown that Respondent has discriminated against Meyers in violation of Section 8(a)(3) and (1) of the Act as alleged. See *Chapin & Chapin, supra*, and also see *Groves-Granite*, 229 NLRB 56 (1977).

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By refusing to employ Lloyd M. Meyers beginning November 12, 1980, and thereafter in order to avoid the displeasure of a union official, Respondent violated Section 8(a)(3) and (1) of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, it is recommended that Respondent be ordered to cease and desist therefrom and to take the affirmative action described below which is designed to effectuate the policies of the Act.

With respect to the necessary affirmative action, it is recommended that Respondent be ordered to offer Meyers immediate and full employment to a substantially equivalent job to that which he would have held if he had not been refused employment at the Lansing jobsite in 1980, without prejudice to seniority and other rights and privileges he would have enjoyed but for the discrimination against him, and to make him whole for any loss of earnings suffered by reason of the discrimination against him in accordance with the method set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed by the Board in *Florida Steel Corp.*, 231

[3] Some references were made on the record about Poole's going to Florida; however, no effort was made by either side to establish that he could not be made available to testify. Under the circumstances no adverse inference can be drawn against either Respondent or the General Counsel. See *Plumbers Local 40 (Mechanical Contractors)*, 242 NLRB 1157, 1160 (1979).

NLRB 651 (1977). See also *Isis Plumbing Co.*, 138 NLRB 716 (1962).

Based upon the record and the above-noted findings of fact, discussion, and conclusions of law, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[4]

The Respondent, Steelcon, Inc., Kalamazoo, Michigan, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing employment to or otherwise discriminating against any employee or applicant for employment in order to avoid possible displeasure of Local 340, International Association of Bridge, Structural and Ornamental Iron Workers, AFL–CIO, or any other labor organization, or their officials, except to the extent permitted by a valid union-security agreement authorized by Section 8(a)(3) of the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer Lloyd M. Meyers immediate and full employment and make him whole for the losses he incurred as a result of the discrimination against him in the manner specified in the section above entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all records, reports, and other documents necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at all its jobsites within the jurisdiction of the above-named Union copies of the attached notice marked "Appendix."[5] Copies of said notice, on forms provided by the Regional Director for Region 7, after being duly signed by an authorized representative of the Respondent, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 7, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[4] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[5] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."